

LOUIS R. RIGBY  
Mayor  
JOHN ZEMANEK  
Councilmember At Large A  
DOTTIE KAMINSKI  
Councilmember At Large B  
DANNY EARP  
Councilmember District 1



CHUCK ENGELKEN  
Councilmember District 2  
DARYL LEONARD  
Councilmember District 3  
KRISTIN MARTIN  
Mayor Pro-Tem  
Councilmember District 4  
JAY MARTIN  
Councilmember District 5  
NANCY OJEDA  
Councilmember District 6

## **CITY COUNCIL MEETING AGENDA**

**Notice is hereby given of a Regular Meeting of the La Porte City Council to be held January 22, 2018, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.**

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Councilmember Jay Martin.
- 3. PLEDGE OF ALLEGIANCE**– The Pledge of Allegiance will be led by Councilmember Dottie Kaminski.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Recognition - The City of La Porte 2017 Achievement of Excellence in Procurement Award - Mayor Rigby
  - (b) Recognition - The City of La Porte Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2016 - Mayor Rigby
  - (c) Recognition - The City of La Porte Certificate of Achievement for excellence in Financial Reporting for Fiscal Year 2016 - Mayor Rigby
  - (d) Recognition - City of La Porte Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2016 - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
  - (a) Consider approval or other action regarding minutes of meeting held on January 8, 2018 - P. Fogarty
  - (b) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 4311 Malone Dr., in the Bayport Industrial District - S. Wolny/L. Wingate
  - (c) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 10366 New Decade Dr., in the Bayport Industrial District - S. Wolny/L. Wingate
  - (d) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 10388 New Decade Dr., in the Bayport Industrial District - S. Wolny/L. Wingate
  - (e) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 10399 New Decade Dr., in the Bayport Industrial District - S. Wolny/L. Wingate

**7. DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding a proposed senior living facility to be located on Underwood Rd - J. Weeks

**8. REPORTS**

- (a) Receive report from Council Subcommittee on Evaluation Forms - Councilmember Engelken

**9. ADMINISTRATIVE REPORTS**

- Zoning Board of Adjustment Meeting, Thursday, January 25, 2018
- City Council Meeting, Monday, February 12, 2018
- Planning and Zoning Commission Meeting, Thursday, February 15, 2018
- Zoning Board of Adjustment Meeting, Thursday, February 22, 2018
- City Council Meeting, Monday, February 26, 2018

**10. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers Kaminski, Zemanek, Leonard, Engelken, Earp, Ojeda, J. Martin, K. Martin and Mayor Rigby

**11. ADJOURN**

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

**CERTIFICATION**

I certify that a copy of the January 22, 2018 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on January 16, 2018.





## **Council Agenda Item January 22, 2018**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given.
3. **PLEDGE OF ALLEGIANCE**– The Pledge of Allegiance will be led by Councilmember Dottie Kaminski.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Recognition - The City of La Porte 2017 Achievement of Excellence in Procurement Award - Mayor Rigby
  - (b) Recognition - The City of La Porte Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2016 - Mayor Rigby
  - (c) Recognition - The City of La Porte Certificate of Achievement for excellence in Financial Reporting for Fiscal Year 2016 - Mayor Rigby
  - (d) Recognition - City of La Porte Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2016 - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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## Achievement in Excellence in Procurement Award

The Purchasing division has received the 2017 Achievement of Excellence in Procurement Award from the National Procurement Institute. This award is earned by organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The City of La Porte is one of only 50 agencies in Texas and one of only 68 Cities in the United State to receive this award. The city has received the award for four consecutive years.



## **Distinguished Budget Presentation Award**

The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that the City of La Porte, Texas has received the GFOA's Distinguished Budget Presentation Award for its annual budget for the fiscal year beginning October 1, 2016.

The award represents a significant achievement by the City. It reflects the commitment of the City Council and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well the City's budget serves as (1) a policy document; (2) a financial plan; (3) an operations guide, and (4) a communications device. Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,600 participants in the awards program. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America. The City of La Porte has received this award since 1990.

The Government Finance Officers Association is a nonprofit professional association serving approximately 19,000 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting. This is the twenty-seventh (27th) consecutive year that the city has received this prestigious award.

City staff currently responsible for budget presentation include: City Manager's Office, Director of Finance Michael Dolby, Treasurer Shelley Wolny and Accountant Gay Collins.

*Request Photo and Press Release*

## **COMPREHENSIVE ANNUAL FINANCIAL REPORT CERTIFICATION**

The Certificate of Achievement for excellence in Financial Reporting has been awarded to the City of La Porte by the Government Finance Officers Association of the United States and Canada (GFOA) for its annual comprehensive annual financial report (CAFR) for the fiscal year 2016. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of full disclosure” to clearly communicate its financial story and motivate potential users and user groups to read the CAFR. The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, Illinois and Washington, DC. The City of La Porte has received this prestigious award for thirty-six consecutive years.

## **POPULAR ANNUAL FINANCIAL REPORT**

The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to the City of La Porte for its Popular Annual Financial Report for the fiscal year ended September 30, 2016. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports.

In order to receive an Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability and reader appeal.

An award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. The City of La Porte has received a Popular Award for the last five consecutive fiscal years. A copy of this report is available on the City's website.



## Council Agenda Item January 22, 2018

6. **CONSENT AGENDA** *All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
- (a) Consider approval or other action regarding minutes of meeting held on January 8, 2018 - P. Fogarty
  - (b) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 4311 Malone Dr. in the Bayport Industrial District - S. Wolny/L. Wingate
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## **MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE JANUARY 8, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, January 8, 2018**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, and Earp. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, Assistant City Manager Jason Weeks and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Assistant City Attorney Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Kristin Martin.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**  
(a) Recognition – Winners of the 2017 Christmas Parade – Mayor Rigby

Mayor Rigby recognized the Winners of the 2017 Christmas Parade.

5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Bobby Murray, 10303 Rustic Rock Rd., addressed Council and informed he met with Chief Adcox in regards to his concern of the adoption process at the Animal Shelter and offered his assistance, if needed.

6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
  - (a) Consider approval or other action regarding the minutes of the meeting held on December 11, 2017– P. Fogarty
  - (b) Consider approval or other action regarding an Ordinance ordering a general election of the City of La Porte to be held on May 5, 2018, for the election of officials to offices of Councilperson-District 2; Councilperson-District 3 and Mayor; and consider approval of other action regarding

Ordinance calling a special election on May 5, 2018 to consider reauthorization of local sales and use tax to continue to provide revenue for maintenance and repair of municipal streets – P. Fogarty

- (c) Consider approval or other action awarding Bid #18004 for Bulk Fuel Supply Rebid – D. Pennell
- (d) Consider approval or other action awarding RFQ #17604 for Spencer Highway Fence and Sidewalk Project design and construction phase services and authorizing the City Manager to enter into a professional service agreement with Cobb Fendley and Associates Inc., in the amount of \$95,922.00 – D. Pennell
- (e) Consider approval or other action authorizing the City Manager to approve an amendment to the Phase II Little Cedar Bayou Drainage Improvement Contract – D. Pennell
- (f) Consider approval or other action regarding an Ordinance vacating, abandoning and closing a portion of Cedar Ave., right-of-way located in Block 17 of Sylvan Beach Subdivision – I. Clowes
- (g) Consider approval or other action authorizing the City Manager to execute a contract with Association of Bayport Companies, Inc., for provision of emergency medical services to ABC Inc., member companies located within the Bayport Industrial District for the City of La Porte Emergency Management Services – R. Nolen

Councilmember Engelken made a motion to approve Consent Agenda Items pursuant to staff recommendations. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Ayes:	Mayor Rigby, Councilmembers Leonard, Engelken, Ojeda, Zemanek, Kaminski, Earp, J. Martin, and K. Martin
Nays:	None
Absent:	None

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3691**: AN ORDINANCE ORDERING THE REGULAR ANNUAL ELECTION OF THE CITY OF LA PORTE, TEXAS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR A JOINT ELECTION WITH THE LA PORTE INDEPENDENT SCHOOL DISTRICT; PROVIDING FOR THE USE OF VOTING MACHINES APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD, LOCATIONS AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR A RUN-OFF ELECTION, IF NECESSARY, ON THE SEOCND SATURDAY IN JUNE; PROVIDING FOR NOTICE; PROVIDING A SAVINGS CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3692**: AN ORDINANCE ORDERING A SPECIAL ELECTION OF THE CITY OF LA PORTE TO PERMIT VOTING FOR OR AGAINST THE PROPOSITION: "THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF LA PORTE AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS" DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR THE USE OF VOTING MACHINES APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR NOTICE; PROVIDING A SAVINGS CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3693**: AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE CEDAR AVENUE RIGHT-OF-WAY

LOCATED IN BLOCK 17 OF THE SYLVAN BEACH SUBDIVISION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE HEREOF.

**7. ADMINISTRATIVE REPORTS**

There were no additional reports.

**8. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmembers K. Martin, Kaminski, Zemanek, Leonard, Engelken and Earp congratulated the parade winners and wished everyone a Happy New Year; Councilmember Zemanek congratulated the parade winners and said Roll Tide, the rallying cry for the Alabama Crimson Tide football team; Councilmember Ojeda commented she is looking forward to the EMS classes, congratulated the parade winners and wished everyone a Happy New Year; Councilmember J. Martin informed he has been contacted by homeowners awaiting home buyout plans from FEMA and requested Staff send a letter to FEMA to expedite the process and commented that with the creation of the new MUD, it may be a good time to renew the Main Street Advisory Board; and Mayor Rigby congratulated the parade winners, commented all the events were great, and informed that he attended the La Porte Fire Department Christmas party where Jimmy Crate was recognized for 50 years of services as a La Porte firefighter.

**9. ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 6:15 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

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Patrice Fogarty, City Secretary

Passed and approved on January 22, 2018.

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Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 22, 2018

Requested By: Shelley Wolny/Lorenzo Wingate

Department: Finance

Report: ☐ Resolution: ☐ Ordinance: ☒

Other: ☐

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ YES ☒ NO

### Attachments :

1. **Approved IDA - Ordinance No. 2007-IDA-103**
2. **Area Map**
3. **Water/Sewer Service Application & Agreement**
4. **25% Payment Receipt**

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### **SUMMARY & RECOMMENDATIONS**

Carson Bayport 3, LLC has approached the City for water and sanitary sewer service to its facility at 4311 Malone Dr. in the Bayport Industrial District (see Area Map). The company is constructing a 207,400 square foot multi-tenant industrial building and estimates employing up to 50 full-time positions at this site.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. Carson Bayport 3, LLC has an existing IDA with the City for the subject site (2007-IDA-143). Additionally, Carson Bayport 3, LLC is subject to an administrative fee of \$5,000 associated with each of its agreements. As required, a non-refundable payment of twenty-five percent (25%) of the total administrative fees has been received, with the remaining balance (\$7,500) to be paid upon approval of the water/sewer service agreements.

Based on Carson Bayport 3, LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 2,500 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service.

The terms of Carson Bayport 3, LLC's Water Service Agreement and Sanitary Sewer Service Agreement will expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

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### **Action Required of Council:**



Consider approval or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 4311 Malone Dr. in the Bayport Industrial District.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

**Date**

**ORDINANCE NO. 2007-IDA-143**

**AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEREOF.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (4121 Malone Dr) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

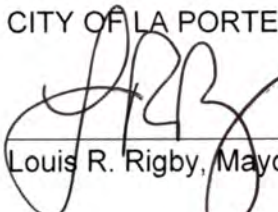
Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

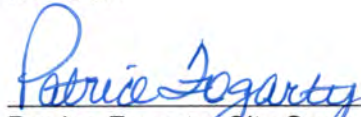
Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

**PASSED** and **APPROVED**, this 25<sup>th</sup> day of April 2016.

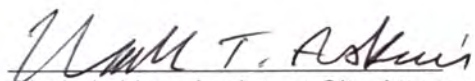
CITY OF LA PORTE

  
\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

  
\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

  
\_\_\_\_\_  
Clark Askins, Assistant City Attorney



NO. 2007-IDA- 143

STATE OF TEXAS

COUNTY OF HARRIS

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a DELAWARE LIMITED LIABILITY corporation, hereinafter called "COMPANY", COMPANY

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007



NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"



payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

### III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
  - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
  - ii. a cumulative value of at least \$3,500,000.00.



For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and

- 3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

- 4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.



5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

#### IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

#### V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

#### VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and



Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.



1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

#### VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

#### VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

#### IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any





Plant Manager

Name: DAN ZOCH  
Address: 9821 KATY FREEWAY, SUITE 440  
HOUSTON, TX 77024  
Phone: 713-360-7929  
Fax: 713-360-7952  
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

*SAME*

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYBORT 3, LLC  
(COMPANY)

By: \_\_\_\_\_  
Name: DANIEL G. ZOCH  
Title: SR. VICE PRESIDENT  
Address: 100 BAYVIEW CIRCLE, 3500  
NEWPORT BEACH, CA 92660

ATTEST:

Patrice Jorgarty  
City Secretary

CITY OF LA PORTE

By:

Louis R. Rigby  
Mayor

APPROVED:

Knox W. Askins for  
Knox W. Askins  
City Attorney  
City of La Porte

By:

Corby D Alexander  
City Manager

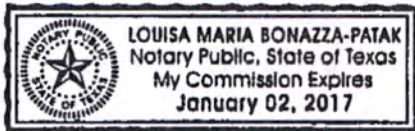
P.O. Box 1218  
La Porte, TX 77572-1218  
281.471.1886  
281.471.2047 fax  
knoxaskins@comcast.net

CITY OF LA PORTE  
604 West Fairmont Parkway  
La Porte, TX 77571

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 24<sup>th</sup> day of FEBRUARY, 2016 by DANIEL GZOKA, SR. VICE PRESIDENT of CARSON AIRPORTS, LLC corporation, a Delaware corporation, on behalf of said entity. limited liability corporation



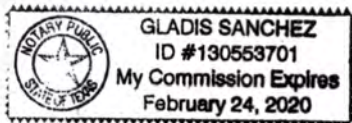
Louisa B. Patak  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2016, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Gladis Sanchez  
Notary Public, State of Texas



"EXHIBIT A"

(Metes and Bounds Description of Land)

BUILDING I2  
METES & BOUNDS DESCRIPTION  
14.4200 ACRES OF LAND  
BEING OUT OF RESTRICTED RESERVES "D" AND "E"  
BLOCK 3  
BAYPORT NORTH INDUSTRIAL PARK II  
HARRIS COUNTY, TEXAS

All that certain 14.4200 acres of land being out of Restricted Reserves "D" and "E", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" iron rod with cap for corner marking the north cutback corner of a 20' cutback line for the intersection of the south right-of-way line of Fairmont Parkway (250' wide) and the east right-of-way line of Malone Drive (60' wide private access and private utility easement); THENCE N 86° 50' 09" E - 548.82', with said south right-of-way line to a found 5/8" iron rod with cap for an angle corner; THENCE N 86° 59' 50" E - 278.15', continuing with said south right-of-way line to a found 5/8" iron rod with cap for corner; THENCE S 7° 16' 23" E - 481.33', with the east line of said Bayport North Industrial Park II to a found 5/8" iron rod with cap for corner; THENCE S 86° 56' 49" W - 456.15' to a set 5/8" iron rod with cap for corner; THENCE S 3° 09' 51" E - 13.16' to a set 5/8" iron rod with cap for the POINT OF BEGINNING of the herein decribed tract;

THENCE S 3° 09' 51" E - 862.35' to a set 5/8" iron rod with cap for corner;

THENCE S 86° 48' 25" W - 763.87' to a set 5/8" iron rod with cap for corner;

THENCE N 1° 57' 16" W - 469.30', with the east right-of-way line of said Malone Drive to a found 5/8" iron rod with cap for the Point of Curvature of a curve to the right having a central angle of 32° 01' 06", a radius of 470.00', a chord bearing of N 14° 03' 17" E - 259.24';

THENCE with said curve to the right and continuing with said east right-of-way line an arc distance of 262.65' to a found 5/8" iron rod with cap for the Point of Tangency;

THENCE N 30° 03' 50" E - 174.44', continuing with said east right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 86° 50' 09" E - 581.63' to the POINT OF BEGINNING and containing 14.4200 acres (628,135 square feet) of land, more or less.

Compiled from survey by:  
Prejean & Company, Inc.  
Surveying and Mapping

Job No.256-4-9\_BLDG\_I2  
Date: 11-03-2015



"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

"EXHIBIT C"  
Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
  - ☒ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
  - ☒ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
  - ☒ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
  - ☒ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
  - ☒ Freestanding identification signs shall not exceed 45 feet in height.
  - ☒ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
  - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"  
Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.



"EXHIBIT C"  
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.

# FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ

## CARSON BAYPORT 3



10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ, 77507



For Further Information:

**Daniel G. Zoch**  
**(713) 360-7929**  
dzoch@carsoncompanies.com

9821 Katy Freeway, Suite 440  
Houston, TX 77024

### PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building I1
- Cross Dock - Building I2
- Front Load - Building I3
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

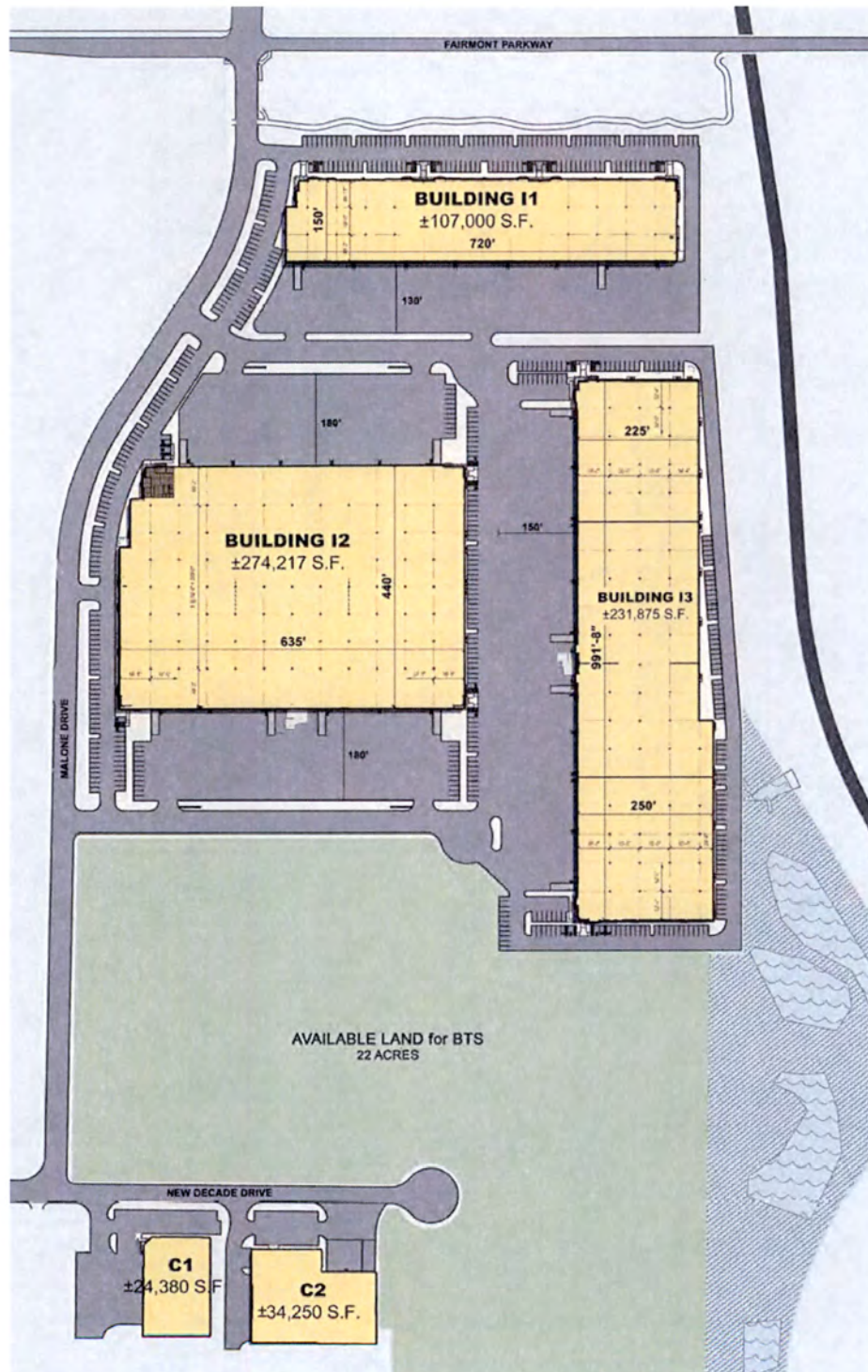
Another Quality Development by:





10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ

## CARSON BAYPORT 3



For Further Information:

**Daniel G. Zoch**  
(713) 360-7929  
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440  
Houston, TX 77024

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax, and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.



# AREA MAP - CARSON BAYPORT III



(1 of 2) ▶ □ ×

Parcels: CARSON BAYPORT III LLC

HCAD Acct No

1311800030003

SITUS

10322 NEW DECADE  
DR PASADENA TX  
77507

Owner

CARSON BAYPORT III  
LLC

Tax Year

2017

Key Map

579F

Total Appraised Value

8277279

Legal Dscr 1

RES E BLK 3

Legal Dscr 2

(INDUSTRIAL)

Legal Dscr 3

BAYPORT NORTH  
INDUSTRIAL PARK II

Zoom to

...



**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Initial Review Meeting: \_\_\_\_\_

Date of Internal Review Meeting: \_\_\_\_\_

Request Meets Policy Guidelines?: ☒ Y or N

Date of Notification to Company: \_\_\_\_\_

**APPLICATION for WATER / SEWER SERVICE to COMPANIES  
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

**1.) COMPANY NAME** (per Applicant's IDA w/ City):

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

**2.) \*SITE TENANT** (if other than "Company"):

Company Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

**3.) PROPERTY DATA** (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):

\*Company's Industrial District Agreement No.: 2007 – IDA - \_\_\_\_\_

\*Site Address: \_\_\_\_\_

Site HCAD ID(s): \_\_\_\_\_ ; \_\_\_\_\_ ;  
\_\_\_\_\_ ; \_\_\_\_\_

Total Site Acreage (Per Exhibit "A" of Company's IDA): \_\_\_\_\_ Acres

**4.) SITE FACILITY INFORMATION** (If available, include any site plan or sketch of the subject facility with this form):

☐ New Construction

Describe Project: \_\_\_\_\_

☐ New Tenant Requesting **Additional** Water and/or Sanitary Sewer Allocation

(Specify reason(s) for additional allocation request: \_\_\_\_\_

\*Full-time Regular + Full-time Contract Employees who will occupy this facility: \_\_\_\_\_ Total Full-Time Employees

\*\*Current Amount of Water Allocated to Company by existing Water Service Agreement: \_\_\_\_\_ gallons per month

\*\*Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: \_\_\_\_\_ gallons per month

**5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Drinking, Flushing, Etc.)

☐ Other (describe): \_\_\_\_\_

**6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Wastewater from domestic uses)

☐ Other (describe): \_\_\_\_\_

\* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)

\*\*If Applicable



STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	<u>50</u>
+ Number of Full-Time Contract Employees on site	<u>          </u>
= Total On-Site Full-Time Employees	<u>50</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>2,500</u>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$ 5,000.
- (B) The total amount of potable water approved to COMPANY is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of 76,250 ( ) gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 76,250 ( ) gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of 76,250 ( ) gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.
- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.

- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

#### V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

#### VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on December 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Signature of Company's Authorized Representative

Printed Name: Grant Rollo

Company Representative's Title: Asset Manager

Company's Address:

9821 Katy Freeway Suite 685  
Houston, TX 77024

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:

\_\_\_\_\_

Knox W. Askins  
City Attorney

By:

\_\_\_\_\_

Corby Alexander  
City Manager

**EXHIBIT "A"**  
to Water Service Agreement

The Water Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive water service from CITY per the terms of the Water Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL:   *RL*

STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	<u>50</u>
Number of Contract Employees	<u>          </u>
Total on-site Employees	<u>50</u>
Sanitary Sewer Desired for Domestic Use (Total on-site times 50 gpd per employee)	<u>2,500</u>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of \$ 5,000.
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of 64,813 ( ) gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 64,813 ( ). Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.
- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.



- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

#### V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

#### VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

## IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

## X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on December 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

Grant Rolfe  
Signature of Company's Authorized Representative

Printed Name: Grant Rolfe

Company Representative's Title: Asst Manager

Company's Address:

9821 Katy Freeway Ste 685  
Houston, TX 77024

ATTEST:

CITY OF LA PORTE

---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:

---

Knox W. Askins  
City Attorney

By:

---

Corby Alexander  
City Manager

**EXHIBIT "A"**  
to Sanitary Sewer Service Agreement

The Sanitary Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive sewer service from CITY per the terms of the Sanitary Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL: GN



City of La Porte  
604 W Fairmont Pkwy  
La Porte, TX 77571

\*\*\*CUSTOMER RECEIPT\*\*\*

RECEIPT

Tender Name: Carson Companies

Tender Information: Tender Type: CK | Check #11658 | Amount \$10000.00 | Name: Carson Companies

Tender Type: CK

Tender Amount: \$10,000.00

User Id: laporte\hutchinsonc

Receipt Date: 1/3/2018 11:00:00 PM

Receipt Number: 1635

Receipt Details:

Fee Code	Description	Amount	Name
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 970 CK - 11658 4211 Malone	\$2,500.00	4211 Malone
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 971 CK - 11658 10366 New Decade	\$2,500.00	10366 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 972 CK - 11658 10388 New Decade	\$2,500.00	10388 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 973 CK - 11658 10399 New Decade	\$2,500.00	10399 New Decade

Deposited By: \_\_\_\_\_

Received By: \_\_\_\_\_



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 22, 2018

Requested By: Shelley Wolny/Lorenzo Wingate

Department: Finance

Report: ☐ Resolution: ☐ Ordinance: ☒

Other: ☐

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ YES ☒ NO

### Attachments :

1. Approved IDA - Ordinance No. 2007-IDA-143
2. Area Map
3. Water/Sewer Service Application & Agreement
4. 25% Payment Receipt

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### SUMMARY & RECOMMENDATIONS

Carson Bayport 3, LLC has approached the City for water and sanitary sewer service to its facility at 10366 New Decade Dr. in the Bayport Industrial District (see Area Map). The company is constructing a 25,000 square foot single-tenant industrial building and estimates employing up to 50 full-time positions at this site.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. Carson Bayport 3, LLC has an existing IDA with the City for the subject site (2007-IDA-143). Additionally, Carson Bayport 3, LLC is subject to an administrative fee of \$5,000 associated with each of its agreements. As required, a non-refundable payment of twenty-five percent (25%) of the total administrative fees has been received, with the remaining balance (\$7,500) to be paid upon approval of the water/sewer service agreements.

Based on Carson Bayport 3, LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 2,500 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service.

The terms of Carson Bayport 3, LLC's Water Service Agreement and Sanitary Sewer Service Agreement will expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

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### Action Required of Council:

Consider approval or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 10366 New Decade Dr. in the Bayport Industrial District.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

**Date**

**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Initial Review Meeting: \_\_\_\_\_

Date of Internal Review Meeting: \_\_\_\_\_

Request Meets Policy Guidelines?: ☒ Y or N

Date of Notification to Company: \_\_\_\_\_

**APPLICATION for WATER / SEWER SERVICE to COMPANIES  
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

**1.) COMPANY NAME** (per Applicant's IDA w/ City):

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

**2.) \*SITE TENANT** (if other than "Company"):

Company Name: \_\_\_\_\_

Phone # \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

**3.) PROPERTY DATA** (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):

\*Company's Industrial District Agreement No.: 2007 – IDA - \_\_\_\_\_

\*Site Address: \_\_\_\_\_

Site HCAD ID(s): \_\_\_\_\_ ; \_\_\_\_\_ ;  
\_\_\_\_\_ ; \_\_\_\_\_

Total Site Acreage (Per Exhibit "A" of Company's IDA): \_\_\_\_\_ Acres

**4.) SITE FACILITY INFORMATION** (If available, include any site plan or sketch of the subject facility with this form):

☐ New Construction

Describe Project: \_\_\_\_\_

☐ New Tenant Requesting **Additional** Water and/or Sanitary Sewer Allocation

(Specify reason(s) for additional allocation request: \_\_\_\_\_

\*Full-time Regular + Full-time Contract Employees who will occupy this facility: \_\_\_\_\_ Total Full-Time Employees

\*\*Current Amount of Water Allocated to Company by existing Water Service Agreement: \_\_\_\_\_ gallons per month

\*\*Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: \_\_\_\_\_ gallons per month

**5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Drinking, Flushing, Etc.)

☐ Other (describe): \_\_\_\_\_

**6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Wastewater from domestic uses)

☐ Other (describe): \_\_\_\_\_

\* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)

\*\*If Applicable



# TAC

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## ENGINEERING

November 14, 2017

City of LaPorte Planning Department  
604 West Fairmont Parkway  
La Porte, TX 77571

**RE: Carson Bayport III - 4311 Malone Drive  
Capacity Demand Notice**

We hereby request water and sanitary sewer capacity for the Carson Bayport III building located at 4311 Malone Drive.

Included below are the proposed service unit equivalent and gallons per day flow rates for each occupancy type for the proposed building. The service unit factors used for the calculations are based upon the City of Houston service unit table, and flow rates correspond to 250 gallons per day per service unit.

**Carson Bayport III  
Building i4**

Total Area Office:	7,016 SF
Office Service Unit Factor	0.000237
Office Service Units	1.66
Office Gallons per Day	416
Total Area Warehouse:	200,392 SF
Warehouse Service Unit Factor:	0.000121
Warehouse Service Units:	24.25
Warehouse Gallons Per Day:	6,062
<u>Total Building SF</u>	<u>207,408</u>
<u>Total Building Service Units:</u>	<u>25.91</u>
<u>Total Building Gallons per Day:</u>	<u>6,478</u>

Please contact me if you have any questions, or if you require additional information.

Sincerely,

*John Travis Baker*  
11-14-2017



John Travis Baker  
TAC Engineering, LLC



# AREA MAP - CARSON BAYPORT III



(1 of 2) ▶ □ ×

Parcels: CARSON BAYPORT III LLC

HCAD Acct No

1311800030003

SITUS

10322 NEW DECADE  
DR PASADENA TX  
77507

Owner

CARSON BAYPORT III  
LLC

Tax Year

2017

Key Map

579F

Total Appraised Value

8277279

Legal Dscr 1

RES E BLK 3

Legal Dscr 2

(INDUSTRIAL)

Legal Dscr 3

BAYPORT NORTH  
INDUSTRIAL PARK II

Zoom to

...



**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Initial Review Meeting: \_\_\_\_\_

Date of Internal Review Meeting: \_\_\_\_\_

Request Meets Policy Guidelines?: ☒ Y or N

Date of Notification to Company: \_\_\_\_\_

**APPLICATION for WATER / SEWER SERVICE to COMPANIES  
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

**1.) COMPANY NAME (per Applicant's IDA w/ City):**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

**2.) \*SITE TENANT (if other than "Company"):**

Company Name: \_\_\_\_\_

Phone # \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

**3.) PROPERTY DATA (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):**

\*Company's Industrial District Agreement No.: 2007 – IDA - \_\_\_\_\_

\*Site Address: \_\_\_\_\_

Site HCAD ID(s): \_\_\_\_\_ ; \_\_\_\_\_ ;  
\_\_\_\_\_ ; \_\_\_\_\_

Total Site Acreage (Per Exhibit "A" of Company's IDA): \_\_\_\_\_ Acres

**4.) SITE FACILITY INFORMATION (If available, include any site plan or sketch of the subject facility with this form):**

☐ New Construction

Describe Project: \_\_\_\_\_

☐ New Tenant Requesting Additional Water and/or Sanitary Sewer Allocation

(Specify reason(s) for additional allocation request: \_\_\_\_\_

\*Full-time Regular + Full-time Contract Employees who will occupy this facility: \_\_\_\_\_ Total Full-Time Employees

\*\*Current Amount of Water Allocated to Company by existing Water Service Agreement: \_\_\_\_\_ gallons per month

\*\*Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: \_\_\_\_\_ gallons per month

**5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Drinking, Flushing, Etc.)

☐ Other (describe): \_\_\_\_\_

**6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Wastewater from domestic uses)

☐ Other (describe): \_\_\_\_\_

\* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)

\*\*If Applicable



STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	<u>50</u>
+ Number of Full-Time Contract Employees on site	<u>          </u>
= Total On-Site Full-Time Employees	<u>50</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>2,500</u>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$ 5,000.
- (B) The total amount of potable water approved to COMPANY is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of 76,250 ( ) gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 76,250 ( ) gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of 76,250 ( ) gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.
- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.

- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

#### V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

#### VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on December 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Signature of Company's Authorized Representative

Printed Name: Grant Rollo

Company Representative's Title: Asset Manager

Company's Address:

9821 Katy Freeway Suite 685  
Houston, TX 77024



ATTEST:

CITY OF LA PORTE

\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:

\_\_\_\_\_

Knox W. Askins  
City Attorney

By:

\_\_\_\_\_

Corby Alexander  
City Manager

**EXHIBIT "A"**  
to Water Service Agreement

The Water Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive water service from CITY per the terms of the Water Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL:   *AL*

STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	<u>50</u>
Number of Contract Employees	<u>          </u>
Total on-site Employees	<u>50</u>
Sanitary Sewer Desired for Domestic Use (Total on-site times 50 gpd per employee)	<u>2,500</u>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of \$ 5,000.
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of 64,813 ( ) gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 64,813 ( ). Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.
- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.



- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

#### V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

#### VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

## IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

## X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on December 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

Grant Rolfe  
Signature of Company's Authorized Representative

Printed Name: Grant Rolfe

Company Representative's Title: Asst Manager

Company's Address:

9821 Katy Freeway Ste 685  
Houston, TX 77024

ATTEST:

CITY OF LA PORTE

---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:

---

Knox W. Askins  
City Attorney

By: \_\_\_\_\_

Corby Alexander  
City Manager

**EXHIBIT "A"**  
to Sanitary Sewer Service Agreement

The Sanitary Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive sewer service from CITY per the terms of the Sanitary Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL: GN





City of La Porte  
604 W Fairmont Pkwy  
La Porte, TX 77571

\*\*\*CUSTOMER RECEIPT\*\*\*

RECEIPT

Tender Name: Carson Companies

Tender Information: Tender Type: CK | Check #11658 | Amount \$10000.00 | Name: Carson Companies

Tender Type: CK

Tender Amount: \$10,000.00

User Id: laporte\hutchinsonc

Receipt Date: 1/3/2018 11:00:00 PM

Receipt Number: 1635

Receipt Details:

Fee Code	Description	Amount	Name
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 970 CK - 11658 4211 Malone	\$2,500.00	4211 Malone
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 971 CK - 11658 10366 New Decade	\$2,500.00	10366 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 972 CK - 11658 10388 New Decade	\$2,500.00	10388 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 973 CK - 11658 10399 New Decade	\$2,500.00	10399 New Decade

Deposited By: \_\_\_\_\_

Received By: \_\_\_\_\_

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 22, 2018

Requested By: Shelley Wolny/Lorenzo Wingate

Department: Finance

Report: ☐ Resolution: ☐ Ordinance: ☒

Other: ☐

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ YES ☒ NO

### Attachments :

1. Approved IDA - Ordinance No. 2007-IDA-143
2. Area Map
3. Water/Sewer Service Application & Agreement
4. 25% Payment Receipt

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### SUMMARY & RECOMMENDATIONS

Carson Bayport 3, LLC has approached the City for water and sanitary sewer service to its facility at 10388 New Decade Dr. in the Bayport Industrial District (see Area Map). The company is constructing a 25,000 square foot single-tenant industrial building and estimates employing up to 50 full-time positions at this site.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. Carson Bayport 3, LLC has an existing IDA with the City for the subject site (2007-IDA-143). Additionally, Carson Bayport 3, LLC is subject to an administrative fee of \$5,000 associated with each of its agreements. As required, a non-refundable payment of twenty-five percent (25%) of the total administrative fees has been received, with the remaining balance (\$7,500) to be paid upon approval of the water/sewer service agreements.

Based on Carson Bayport 3, LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 2,500 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service.

The terms of Carson Bayport 3, LLC's Water Service Agreement and Sanitary Sewer Service Agreement will expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

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### Action Required of Council:

Consider approval or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 10388 New Decade Dr. in the Bayport Industrial District.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

**Date**

**ORDINANCE NO. 2007-IDA-143**

**AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (4121 Malone Dr) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

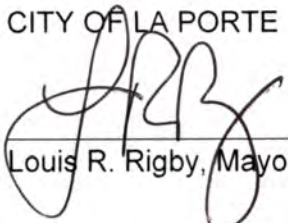
Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

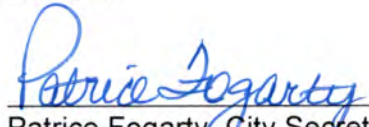


**PASSED** and **APPROVED**, this 25<sup>th</sup> day of April 2016.

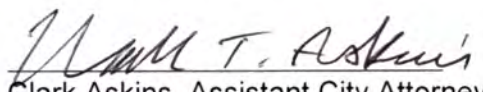
CITY OF LA PORTE

  
\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

  
\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

  
\_\_\_\_\_  
Clark Askins, Assistant City Attorney

NO. 2007-IDA- 143

STATE OF TEXAS

COUNTY OF HARRIS

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a DELAWARE LIMITED LIABILITY corporation, hereinafter called "COMPANY", COMPANY

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007



NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"



payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

### III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:



1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
  - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
  - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and

- 3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

- 4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.



5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

#### IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

#### V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

#### VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and



Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.



1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

#### VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

#### VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

#### IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any





Plant Manager

Name: DAN ZOCH  
Address: 9821 KATY FREEWAY, SUITE 440  
HOUSTON, TX 77024  
Phone: 713-360-7929  
Fax: 713-360-7952  
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

*SAME*

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYBORT 3, LLC  
(COMPANY)

By: \_\_\_\_\_  
Name: DANIEL G. ZOCH  
Title: SR. VICE PRESIDENT  
Address: 100 BAYVIEW CIRCLE, 3500  
NEWPORT BEACH, CA 92660

ATTEST:

Patrice Jorgarty  
City Secretary

CITY OF LA PORTE

By:

Louis R. Rigby  
Mayor

APPROVED:

Knox W. Askins for  
Knox W. Askins  
City Attorney  
City of La Porte

By:

Corby D Alexander  
City Manager

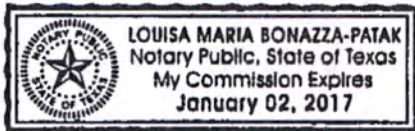
P.O. Box 1218  
La Porte, TX 77572-1218  
281.471.1886  
281.471.2047 fax  
knoxaskins@comcast.net

CITY OF LA PORTE  
604 West Fairmont Parkway  
La Porte, TX 77571

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 24<sup>th</sup> day of FEBRUARY, 2016 by DANIEL GZOKA, SR. VICE PRESIDENT of CARSON AIRPORTS, LLC corporation, a Delaware corporation, on behalf of said entity. limited liability corporation



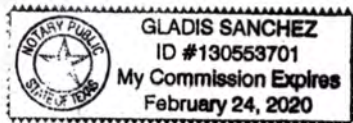
Louisa B. Patak  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2016, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Gladis Sanchez  
Notary Public, State of Texas





"EXHIBIT A"

(Metes and Bounds Description of Land)

BUILDING I2  
METES & BOUNDS DESCRIPTION  
14.4200 ACRES OF LAND  
BEING OUT OF RESTRICTED RESERVES "D" AND "E"  
BLOCK 3  
BAYPORT NORTH INDUSTRIAL PARK II  
HARRIS COUNTY, TEXAS

All that certain 14.4200 acres of land being out of Restricted Reserves "D" and "E", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" iron rod with cap for corner marking the north cutback corner of a 20' cutback line for the intersection of the south right-of-way line of Fairmont Parkway (250' wide) and the east right-of-way line of Malone Drive (60' wide private access and private utility easement); THENCE N 86° 50' 09" E - 548.82', with said south right-of-way line to a found 5/8" iron rod with cap for an angle corner; THENCE N 86° 59' 50" E - 278.15', continuing with said south right-of-way line to a found 5/8" iron rod with cap for corner; THENCE S 7° 16' 23" E - 481.33', with the east line of said Bayport North Industrial Park II to a found 5/8" iron rod with cap for corner; THENCE S 86° 56' 49" W - 456.15' to a set 5/8" iron rod with cap for corner; THENCE S 3° 09' 51" E - 13.16' to a set 5/8" iron rod with cap for the POINT OF BEGINNING of the herein decribed tract;

THENCE S 3° 09' 51" E - 862.35' to a set 5/8" iron rod with cap for corner;

THENCE S 86° 48' 25" W - 763.87' to a set 5/8" iron rod with cap for corner;

THENCE N 1° 57' 16" W - 469.30', with the east right-of-way line of said Malone Drive to a found 5/8" iron rod with cap for the Point of Curvature of a curve to the right having a central angle of 32° 01' 06", a radius of 470.00', a chord bearing of N 14° 03' 17" E - 259.24';

THENCE with said curve to the right and continuing with said east right-of-way line an arc distance of 262.65' to a found 5/8" iron rod with cap for the Point of Tangency;

THENCE N 30° 03' 50" E - 174.44', continuing with said east right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 86° 50' 09" E - 581.63' to the POINT OF BEGINNING and containing 14.4200 acres (628,135 square feet) of land, more or less.

Compiled from survey by:  
Prejean & Company, Inc.  
Surveying and Mapping

Job No.256-4-9\_BLDG\_I2  
Date: 11-03-2015

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

"EXHIBIT C"  
Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
  - ☒ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
  - ☒ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
  - ☒ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
  - ☒ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
  - ☒ Freestanding identification signs shall not exceed 45 feet in height.
  - ☒ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
  - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.



"EXHIBIT C"

Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"  
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.



# FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ

## CARSON BAYPORT 3



10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ, 77507



For Further Information:

**Daniel G. Zoch**  
**(713) 360-7929**  
dzoch@carsoncompanies.com

9821 Katy Freeway, Suite 440  
Houston, TX 77024

### PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building I1
- Cross Dock - Building I2
- Front Load - Building I3
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

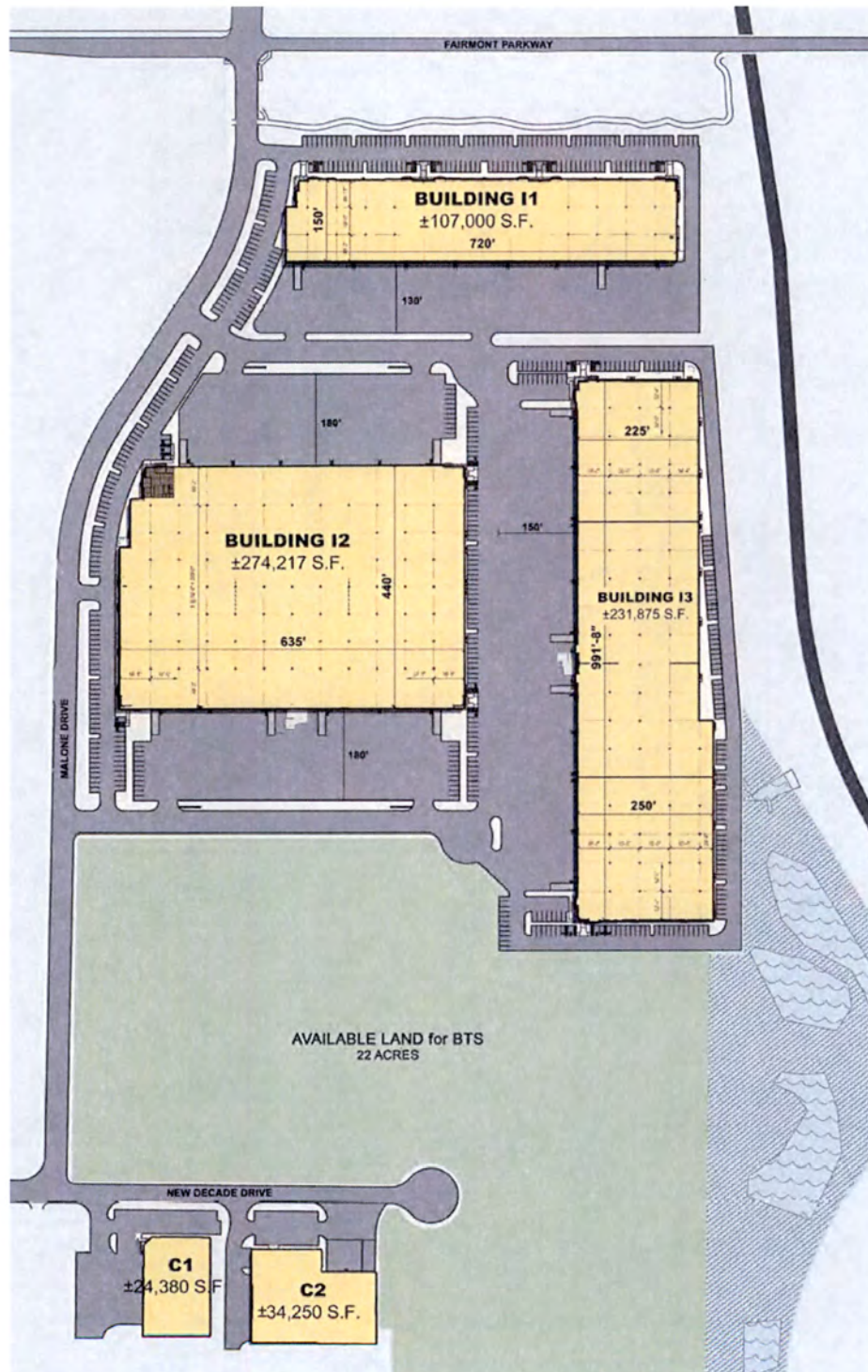
Another Quality Development by:





10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ

## CARSON BAYPORT 3



For Further Information:

**Daniel G. Zoch**  
(713) 360-7929  
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440  
Houston, TX 77024

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax, and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.



# AREA MAP - CARSON BAYPORT III



(1 of 2) ▶ □ ×

Parcels: CARSON BAYPORT III LLC

HCAD Acct No

1311800030003

SITUS

10322 NEW DECADE  
DR PASADENA TX  
77507

Owner

CARSON BAYPORT III  
LLC

Tax Year

2017

Key Map

579F

Total Appraised Value

8277279

Legal Dscr 1

RES E BLK 3

Legal Dscr 2

(INDUSTRIAL)

Legal Dscr 3

BAYPORT NORTH  
INDUSTRIAL PARK II

Zoom to

...



**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Initial Review Meeting: \_\_\_\_\_

Date of Internal Review Meeting: \_\_\_\_\_

Request Meets Policy Guidelines?: ☒ Y or N

Date of Notification to Company: \_\_\_\_\_

**APPLICATION for WATER / SEWER SERVICE to COMPANIES  
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

**1.) COMPANY NAME** (per Applicant's IDA w/ City):

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

**2.) \*SITE TENANT** (if other than "Company"):

Company Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

**3.) PROPERTY DATA** (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):

\*Company's Industrial District Agreement No.: 2007 – IDA - \_\_\_\_\_

\*Site Address: \_\_\_\_\_

Site HCAD ID(s): \_\_\_\_\_ ; \_\_\_\_\_ ;  
\_\_\_\_\_ ; \_\_\_\_\_

Total Site Acreage (Per Exhibit "A" of Company's IDA): \_\_\_\_\_ Acres

**4.) SITE FACILITY INFORMATION** (If available, include any site plan or sketch of the subject facility with this form):

☐ New Construction

Describe Project: \_\_\_\_\_

☐ New Tenant Requesting **Additional** Water and/or Sanitary Sewer Allocation

(Specify reason(s) for additional allocation request: \_\_\_\_\_

\*Full-time Regular + Full-time Contract Employees who will occupy this facility: \_\_\_\_\_ Total Full-Time Employees

\*\*Current Amount of Water Allocated to Company by existing Water Service Agreement: \_\_\_\_\_ gallons per month

\*\*Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: \_\_\_\_\_ gallons per month

**5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Drinking, Flushing, Etc.)

☐ Other (describe): \_\_\_\_\_

**6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Wastewater from domestic uses)

☐ Other (describe): \_\_\_\_\_

\* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)

\*\*If Applicable

STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	<u>50</u>
+ Number of Full-Time Contract Employees on site	<u>          </u>
= Total On-Site Full-Time Employees	<u>50</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>2,500</u>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$ 5,000.
- (B) The total amount of potable water approved to COMPANY is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of 76,250 ( ) gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 76,250 ( ) gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of 76,250 ( ) gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.
- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.



- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

#### V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

#### VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on December 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Signature of Company's Authorized Representative

Printed Name: Grant Rollo

Company Representative's Title: Asset Manager

Company's Address:

9821 Katy Freeway Suite 685  
Houston, TX 77024

ATTEST:

CITY OF LA PORTE

---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:

---

Knox W. Askins  
City Attorney

By:

---

Corby Alexander  
City Manager



**EXHIBIT "A"**  
to Water Service Agreement

The Water Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive water service from CITY per the terms of the Water Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL:   *AL*

STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	<u>50</u>
Number of Contract Employees	<u>          </u>
Total on-site Employees	<u>50</u>
Sanitary Sewer Desired for Domestic Use (Total on-site times 50 gpd per employee)	<u>2,500</u>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of \$ 5,000.
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of 64,813 ( ) gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 64,813 ( ). Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.
- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.



- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

#### V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

#### VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

## IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

## X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on December 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

Grant Rolfe  
Signature of Company's Authorized Representative

Printed Name: Grant Rolfe

Company Representative's Title: Asst Manager

Company's Address:

9821 Katy Freeway Ste 685  
Houston, TX 77024

ATTEST:

CITY OF LA PORTE

---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:

---

Knox W. Askins  
City Attorney

By:

---

Corby Alexander  
City Manager

**EXHIBIT "A"**  
to Sanitary Sewer Service Agreement

The Sanitary Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive sewer service from CITY per the terms of the Sanitary Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL: GN





City of La Porte  
604 W Fairmont Pkwy  
La Porte, TX 77571

\*\*\*CUSTOMER RECEIPT\*\*\*

RECEIPT

Tender Name: Carson Companies

Tender Information: Tender Type: CK | Check #11658 | Amount \$10000.00 | Name: Carson Companies

Tender Type: CK

Tender Amount: \$10,000.00

User Id: laporte\hutchinsonc

Receipt Date: 1/3/2018 11:00:00 PM

Receipt Number: 1635

Receipt Details:

Fee Code	Description	Amount	Name
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 970 CK - 11658 4211 Malone	\$2,500.00	4211 Malone
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 971 CK - 11658 10366 New Decade	\$2,500.00	10366 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 972 CK - 11658 10388 New Decade	\$2,500.00	10388 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 973 CK - 11658 10399 New Decade	\$2,500.00	10399 New Decade

Deposited By: \_\_\_\_\_

Received By: \_\_\_\_\_

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 22, 2018

Requested By: Shelley Wolny/Lorenzo Wingate

Department: Finance

Report: ☐ Resolution: ☐ Ordinance: ☒

Other: ☐

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ YES ☒ NO

### Attachments :

1. Approved IDA - Ordinance No. 2007-IDA-143
2. Area Map
3. Water/Sewer Service Application & Agreement
4. 25% Payment Receipt

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### SUMMARY & RECOMMENDATIONS

Carson Bayport 3, LLC has approached the City for water and sanitary sewer service to its facility at 10399 New Decade Dr. in the Bayport Industrial District (see Area Map). The company is constructing a 25,000 square foot single-tenant industrial building and estimates employing up to 50 full-time positions at this site.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. Carson Bayport 3, LLC has an existing IDA with the City for the subject site (2007-IDA-143). Additionally, Carson Bayport 3, LLC is subject to an administrative fee of \$5,000 associated with each of its agreements. As required, a non-refundable payment of twenty-five percent (25%) of the total administrative fees has been received, with the remaining balance (\$7,500) to be paid upon approval of the water/sewer service agreements.

Based on Carson Bayport 3, LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 2,500 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service.

The terms of Carson Bayport 3, LLC's Water Service Agreement and Sanitary Sewer Service Agreement will expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

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### Action Required of Council:

Consider approval or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Carson Bayport 3, LLC for its facility at 10399 New Decade Dr. in the Bayport Industrial District.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

**Date**

**ORDINANCE NO. 2007-IDA-143**

**AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (4121 Malone Dr) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

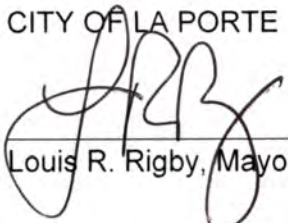
Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

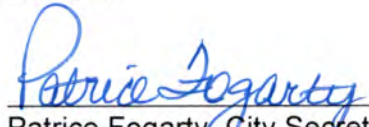


**PASSED** and **APPROVED**, this 25<sup>th</sup> day of April 2016.

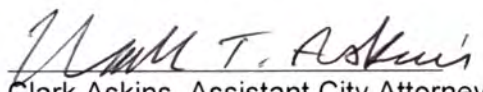
CITY OF LA PORTE

  
\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

  
\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

  
\_\_\_\_\_  
Clark Askins, Assistant City Attorney

NO. 2007-IDA- 143

STATE OF TEXAS

COUNTY OF HARRIS

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a DELAWARE LIMITED LIABILITY corporation, hereinafter called "COMPANY", COMPANY

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007



NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"



payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

### III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:



1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
  - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
  - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and

- 3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

- 4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.



5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

#### IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

#### V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

#### VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and



Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.



1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

#### VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

#### VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

#### IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any





Plant Manager

Name: DAN ZOCH  
Address: 9821 KATY FREEWAY, SUITE 440  
HOUSTON, TX 77024  
Phone: 713-360-7929  
Fax: 713-360-7952  
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

*SAME*

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYBORT 3, LLC  
(COMPANY)

By: \_\_\_\_\_  
Name: DANIEL G. ZOCH  
Title: SR. VICE PRESIDENT  
Address: 100 BAYVIEW CIRCLE, 3500  
NEWPORT BEACH, CA 92660

ATTEST:

Patrice Jorgarty  
City Secretary

CITY OF LA PORTE

By:

Louis R. Rigby  
Mayor

APPROVED:

Knox W. Askins for  
Knox W. Askins  
City Attorney  
City of La Porte

By:

Corby D Alexander  
City Manager

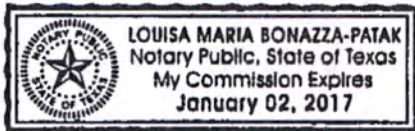
P.O. Box 1218  
La Porte, TX 77572-1218  
281.471.1886  
281.471.2047 fax  
knoxaskins@comcast.net

CITY OF LA PORTE  
604 West Fairmont Parkway  
La Porte, TX 77571

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 24<sup>th</sup> day of FEBRUARY, 2016 by DANIEL GZOKA, SR. VICE PRESIDENT of CARSON AIRPORTS, LLC corporation, a Delaware corporation, on behalf of said entity. limited liability corporation



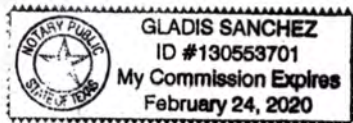
Louisa B. Patak  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2016, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Gladis Sanchez  
Notary Public, State of Texas





"EXHIBIT A"

(Metes and Bounds Description of Land)

BUILDING I2  
METES & BOUNDS DESCRIPTION  
14.4200 ACRES OF LAND  
BEING OUT OF RESTRICTED RESERVES "D" AND "E"  
BLOCK 3  
BAYPORT NORTH INDUSTRIAL PARK II  
HARRIS COUNTY, TEXAS

All that certain 14.4200 acres of land being out of Restricted Reserves "D" and "E", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" iron rod with cap for corner marking the north cutback corner of a 20' cutback line for the intersection of the south right-of-way line of Fairmont Parkway (250' wide) and the east right-of-way line of Malone Drive (60' wide private access and private utility easement); THENCE N 86° 50' 09" E - 548.82', with said south right-of-way line to a found 5/8" iron rod with cap for an angle corner; THENCE N 86° 59' 50" E - 278.15', continuing with said south right-of-way line to a found 5/8" iron rod with cap for corner; THENCE S 7° 16' 23" E - 481.33', with the east line of said Bayport North Industrial Park II to a found 5/8" iron rod with cap for corner; THENCE S 86° 56' 49" W - 456.15' to a set 5/8" iron rod with cap for corner; THENCE S 3° 09' 51" E - 13.16' to a set 5/8" iron rod with cap for the POINT OF BEGINNING of the herein decribed tract;

THENCE S 3° 09' 51" E - 862.35' to a set 5/8" iron rod with cap for corner;

THENCE S 86° 48' 25" W - 763.87' to a set 5/8" iron rod with cap for corner;

THENCE N 1° 57' 16" W - 469.30', with the east right-of-way line of said Malone Drive to a found 5/8" iron rod with cap for the Point of Curvature of a curve to the right having a central angle of 32° 01' 06", a radius of 470.00', a chord bearing of N 14° 03' 17" E - 259.24';

THENCE with said curve to the right and continuing with said east right-of-way line an arc distance of 262.65' to a found 5/8" iron rod with cap for the Point of Tangency;

THENCE N 30° 03' 50" E - 174.44', continuing with said east right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 86° 50' 09" E - 581.63' to the POINT OF BEGINNING and containing 14.4200 acres (628,135 square feet) of land, more or less.

Compiled from survey by:  
Prejean & Company, Inc.  
Surveying and Mapping

Job No.256-4-9\_BLDG\_I2  
Date: 11-03-2015

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)



"EXHIBIT C"  
Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
  - ☒ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
  - ☒ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
  - ☒ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
  - ☒ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
  - ☒ Freestanding identification signs shall not exceed 45 feet in height.
  - ☒ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
  - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"

Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"  
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.



# FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ

## CARSON BAYPORT 3



10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ, 77507



For Further Information:

**Daniel G. Zoch**  
**(713) 360-7929**  
dzoch@carsoncompanies.com

9821 Katy Freeway, Suite 440  
Houston, TX 77024

### PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building I1
- Cross Dock - Building I2
- Front Load - Building I3
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

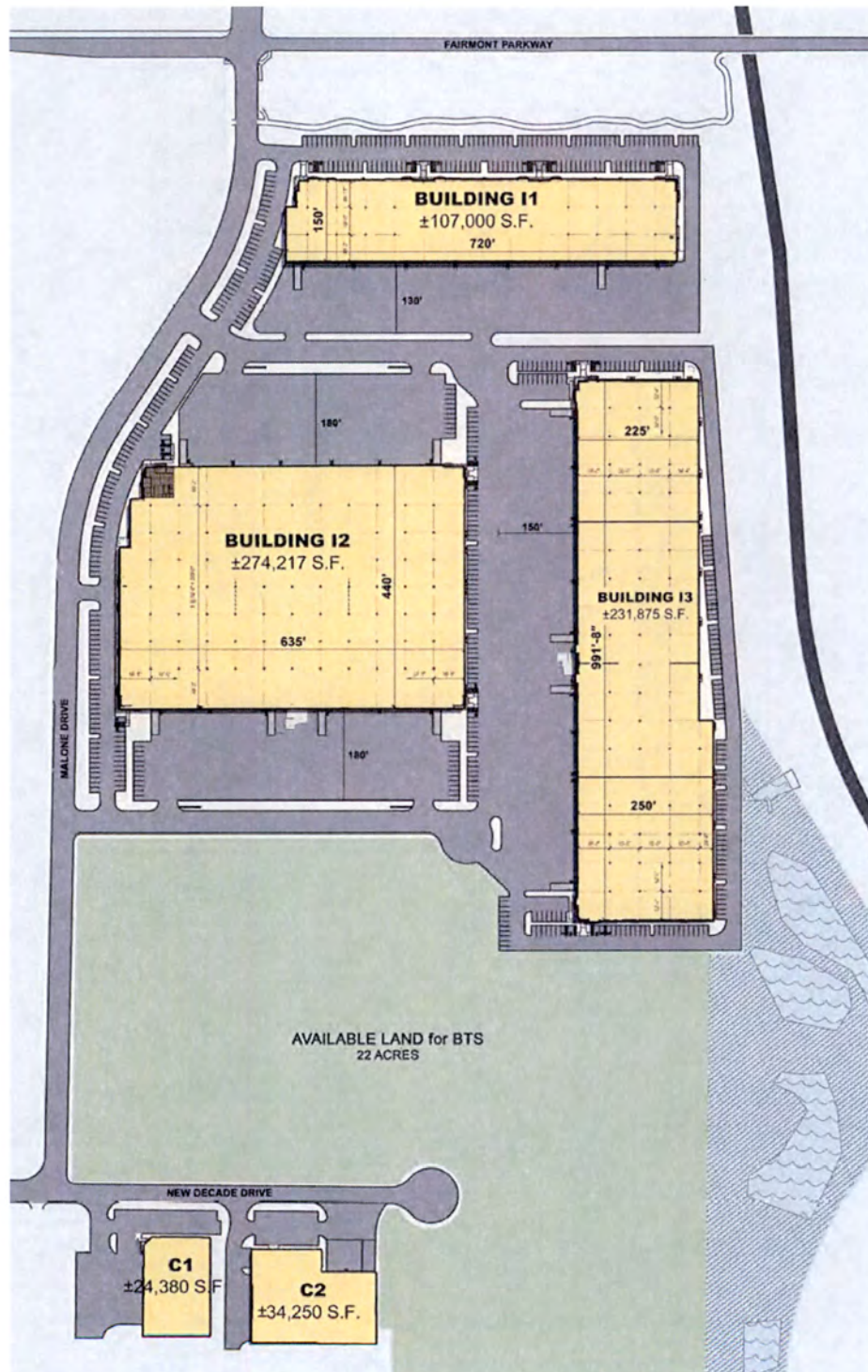
Another Quality Development by:





10140 Fairmont Parkway  
Harris County, City of LaPorte ETJ

## CARSON BAYPORT 3



For Further Information:

**Daniel G. Zoch**  
(713) 360-7929  
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440  
Houston, TX 77024

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax, and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.



# AREA MAP - CARSON BAYPORT III



(1 of 2) ▶ □ ×

Parcels: CARSON BAYPORT III LLC

HCAD Acct No

1311800030003

SITUS

10322 NEW DECADE  
DR PASADENA TX  
77507

Owner

CARSON BAYPORT III  
LLC

Tax Year

2017

Key Map

579F

Total Appraised Value

8277279

Legal Dscr 1

RES E BLK 3

Legal Dscr 2

(INDUSTRIAL)

Legal Dscr 3

BAYPORT NORTH  
INDUSTRIAL PARK II

Zoom to

...



**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Initial Review Meeting: \_\_\_\_\_

Date of Internal Review Meeting: \_\_\_\_\_

Request Meets Policy Guidelines?: ☒ Y or N

Date of Notification to Company: \_\_\_\_\_

**APPLICATION for WATER / SEWER SERVICE to COMPANIES  
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

**1.) COMPANY NAME (per Applicant's IDA w/ City):**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

**2.) \*SITE TENANT (if other than "Company"):**

Company Name: \_\_\_\_\_

Phone # \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

**3.) PROPERTY DATA (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):**

\*Company's Industrial District Agreement No.: 2007 – IDA - \_\_\_\_\_

\*Site Address: \_\_\_\_\_

Site HCAD ID(s): \_\_\_\_\_ ; \_\_\_\_\_ ;  
\_\_\_\_\_ ; \_\_\_\_\_

Total Site Acreage (Per Exhibit "A" of Company's IDA): \_\_\_\_\_ Acres

**4.) SITE FACILITY INFORMATION (If available, include any site plan or sketch of the subject facility with this form):**

☐ New Construction

Describe Project: \_\_\_\_\_

☐ New Tenant Requesting Additional Water and/or Sanitary Sewer Allocation

(Specify reason(s) for additional allocation request: \_\_\_\_\_

\*Full-time Regular + Full-time Contract Employees who will occupy this facility: \_\_\_\_\_ Total Full-Time Employees

\*\*Current Amount of Water Allocated to Company by existing Water Service Agreement: \_\_\_\_\_ gallons per month

\*\*Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: \_\_\_\_\_ gallons per month

**5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Drinking, Flushing, Etc.)

☐ Other (describe): \_\_\_\_\_

**6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

☐ Domestic Uses (i.e. Wastewater from domestic uses)

☐ Other (describe): \_\_\_\_\_

\* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)

\*\*If Applicable

STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	<u>50</u>
+ Number of Full-Time Contract Employees on site	<u>          </u>
= Total On-Site Full-Time Employees	<u>50</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>2,500</u>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$ 5,000.
- (B) The total amount of potable water approved to COMPANY is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of 76,250 ( ) gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 76,250 ( ) gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of 76,250 ( ) gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.
- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.



- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

#### V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

#### VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on December 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Signature of Company's Authorized Representative

Printed Name: Grant Rollo

Company Representative's Title: Asset Manager

Company's Address:

9821 Katy Freeway Suite 685  
Houston, TX 77024

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:

\_\_\_\_\_

Knox W. Askins  
City Attorney

By:

\_\_\_\_\_

Corby Alexander  
City Manager



**EXHIBIT "A"**  
to Water Service Agreement

The Water Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive water service from CITY per the terms of the Water Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL:   *AL*

STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Carson Bayport 3, LLC hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	<u>50</u>
Number of Contract Employees	<u>          </u>
Total on-site Employees	<u>50</u>
Sanitary Sewer Desired for Domestic Use (Total on-site times 50 gpd per employee)	<u>2,500</u>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

## IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of \$ 5,000.
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at 2,500 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of 64,813 ( ) gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 64,813 ( ). Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.
- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.



- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

#### V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

#### VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

## IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

## X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on December 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 29<sup>th</sup> day of December, 2017.

Grant Rolfe  
Signature of Company's Authorized Representative

Printed Name: Grant Rolfe

Company Representative's Title: Asst Manager

Company's Address:

9821 Katy Freeway Ste 685  
Houston, TX 77024

ATTEST:

CITY OF LA PORTE

---

Patrice Fogarty  
City Secretary

---

Louis R. Rigby  
Mayor

APPROVED:

---

Knox W. Askins  
City Attorney

By:

---

Corby Alexander  
City Manager



**EXHIBIT "A"**  
to Sanitary Sewer Service Agreement

The Sanitary Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive sewer service from CITY per the terms of the Sanitary Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL: GN



City of La Porte  
604 W Fairmont Pkwy  
La Porte, TX 77571

\*\*\*CUSTOMER RECEIPT\*\*\*

RECEIPT

Tender Name: Carson Companies

Tender Information: Tender Type: CK | Check #11658 | Amount \$10000.00 | Name: Carson Companies

Tender Type: CK

Tender Amount: \$10,000.00

User Id: laporte\hutchinsonc

Receipt Date: 1/3/2018 11:00:00 PM

Receipt Number: 1635

Receipt Details:

Fee Code	Description	Amount	Name
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 970 CK - 11658 4211 Malone	\$2,500.00	4211 Malone
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 971 CK - 11658 10366 New Decade	\$2,500.00	10366 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 972 CK - 11658 10388 New Decade	\$2,500.00	10388 New Decade
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 973 CK - 11658 10399 New Decade	\$2,500.00	10399 New Decade

Deposited By: \_\_\_\_\_

Received By: \_\_\_\_\_

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 22, 2018

Requested By: Jason B. Weeks

Department: Administration

Report: ☒ Resolution: ☐ Ordinance: ☐

Other: ☐

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ YES ☒ NO

### **Attachments :**

- 1. Lafayette Park Apartments**
- 2. Exhibit A- Aerial Map**
- 3. Exhibit B - Zoning Map**
- 4. Developer Presentation**

---

### **SUMMARY & RECOMMENDATIONS**

Developer is proposing an active senior living facility to be built on 6.96 acre tract located on west side of Underwood Rd., north of Fairmont and south of Caniff Rd. The property is currently undeveloped and zoned Planned Unit Development (PUD). The facility will look and operate similarly to a traditional multi-family facility but will be restricted to residents that are 55 years of age or older. This is the same developer that completed the Fairmont Oaks Apartments at Fairmont and Underwood as well as the Seville Apartments on Luella. The developer is requesting City Council support of this age-restricted multi-family development and will be seeking tax credits from the state to help fund the project. Furthermore, the developer appeared before the Planning and Zoning Commission on January 18, 2018 to request a SCUP to allow for the development of this project. If council is in support of this project a resolution will need to be prepared and approved next month. Additionally, since this proposed development is within 1000 feet of another multi-family development a variance will need to be granted too.

#### **Lafayette Park Apartments:**

The development will be a 114 unit independent living development located on the 6.96 acre tract of land. Of these 114 units, 22 will be market rate units, 10 will be made available to seniors who earn 30% or less of the area median income, 38 will be made available to seniors who earn 50% or less of the area median income, and 44 will be made available to seniors who earn 60% or less of the area median income.

The proposed development will consist of 4, one-story, six-plex buildings with attached garages and 1, three-story, 90 unit building with an amenity center included. The 4, one-story, six-plex buildings will be developed on the perimeter of the development, while the 1, three-story building will be placed in the middle of the development. Additionally, the main building of 90 units will be assigned a garage; 48 of these garages will be attached to the main building's breezeway and the other 42 garages will be detached.

The amenity center will include a pool, a beauty parlor and a fully equipped fitness center. A business center will be included and will consist of computers, printers and fax machines at no additional cost to residents.

---

### **Action Required of Council:**



Discuss, consider and act upon a request from a developer proposing to build an age-restricted multi-family project that will be funded through tax credits and request staff to prepare a resolution in support of this project.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

**Date**

## **LAFAYETTE PARK APARTMENTS**

**(A proposed luxurious independent senior living apartment community)  
SWC corner of Underwood Road and Caniff Road  
La Porte, Harris County Texas**

Lafayette Park Apartments, a proposed 114-unit luxurious independent living senior apartment community will be located on ±6.96 acres site located at southwest corner of Underwood Road and Cannif Road, La Porte, Harris County, Texas.

22 units will be market rate units. 10 units will be made available to seniors who earn 30% or less of the area median income, 38 units will be made available to seniors who earn 50% or less of the area median income, and 44 units will be made available to seniors who earn 60% or less of the area median income.

The Lafayette Park Apartments will be new construction with the exterior being a combination of stone or brick, and hardi-plank. There will be four one-story six-plex buildings at the front entrance consisting of 24 units and the main three-story building having 90 units. Every unit will have a garage. The project will have 24 attached garages, 48 breezeway garages and 42 detached garages. There will be approximately 70 open parking spaces. The basic floor plan for 44 one-bedroom/one bath units will range from 777 sq ft to 832 sq ft and 70 two-bedroom/2 bath unit plans will range from 1,044 sq ft to 1,084 sq ft. The total net rentable area for the proposed project is 108,908 sq ft. The Project will have an Amenity Center with approximately 6,100 sq ft. The proposed Project will have a security system in each unit and will have controlled access gates.

Recreation facilities at the complex will include a Clubhouse, Beauty Parlor, pool, and fully equipped fitness center. The clubhouse will include large screen TV, sitting area, fully equipped kitchen with top of the line energy star rated appliances. A fully equipped business center with computers, printers, fax machines will also be provided to the residents at no extra cost. A contract with supportive services provider will be signed and various services will be optional to the tenants at no extra cost.

THANK YOU (MR., MS., ECT.) FOR ALLOWING ME TO MAKE A PRESENTATION TO THE CITY OF LA PORTE

1. I AM DWAYNE HENSON AND WE PROPOSE A 114 UNIT SENIOR CITIZEN PROJECT TO BE LOCATED ON THE SOUTH WEST CORNER OF UNDERWOOD ROAD AND CANIFF ROAD, LA PORTE, HARRIS COUNTY, TEXAS.
2. THIS PROJECT WILL BE FINANCED WITH APPROXIMATELY \$14,700,000. EQUITY CONTRIBUTION FROM A PRIVATE INVESTOR FOR THE TAX CREDITS AND APPROXIMATELY \$4,000,000. FIRST LIEN LOAN FROM A PRIVATE BANK.
3. THIS PROJECT WILL HAVE THE STANDARD AMENITIES ASSOCIATED WITH A CLASS "A" PROJECT SUCH AS:
  - EVERY UNIT WILL HAVE A GARAGE
  - EACH UNIT WILL BE WIRED FOR A SECURITY SYSTEM
  - 9 FOOT CEILINGS
  - CONTROLLED ACCESS SYSTEM WITH SECURITY GATES AND AN IRON FENCE SURROUNDING THE PROJECT
  - AN AMENITY CENTER OF APPROXIMATELY 6100 SQUARE FEET. I WILL LET THE ARCHITECT MARK MUCASEY BETTER DESCRIBE THE AMENITY CENTER TO YOU IN A FEW MINUTES.
  - THE AMENITY CENTER WILL INCLUDE THE FOLLOWING:
    - A. A BEAUTY SALON
    - B. A MOVIE THEATRE
    - C. HUGE GAME ROOM WITH PLENTY OF TABLES FOR CARD GAMES & THE LIKE
    - D. EXERCISE ROOM
    - E. BUSINESS CENTER WITH COMPUTERS, PRINTERS, FAX MACHINES, ETC. AT NO EXTRA COST TO RESIDENTS
4. WE WILL NOT ASK FOR A PROPERTY TAX EXEMPTION. WE WILL PAY CITY, COUNTY AND SCHOOL TAXES ON THE BASIS OF THE HCAD APPRAISED VALUATION.
- 5 (A). THE UNIT MIXTURE WILL BE
  - 70 1 BR
  - 44 2 BR

FOR A TOTAL OF: 114 UNITS
- 5 (B). 20% OR 22 UNITS WILL BE AT MARKET RATE  
10% OF 80% OR 10 UNITS WILL BE LEASED TO PERSONS NOT MAKING MORE THAN 30% OF AREA MEDIAN INCOME

40% OF 80% OR 38 UNITS WILL BE LEASED TO PERSONS NOT MAKING MORE  
THAN 50% OF AREA MEDIAN INCOME AND  
50% OF 80% OR 44 UNITS WILL BE LEASED TO PERSONS NOT MAKING MORE  
THAN 60% OF AREA MEDIAN INCOME

THE INCOME LIMITS ARE AS FOLLOWS:  
<SEE ATTACHED TABLE>

5 (C). THE NET RENTS AFTER THE UTILITY ALLOWANCES ARE AS FOLLOWS:

1 BEDROOM

MR	825.00
30%	314.00
50%	582.00
60%	718.00

2 BEDROOM

MR	1,100.00
30%	370.00
50%	692.00
60%	853.00

6. AT THIS TIME I WOULD LIKE TO INTRODUCE OUR ARCHITECT TO YOU MARK MUCASEY. I WILL NOW TURN THE MEETING OVER TO OUR ARCHITECT MARK MUCASEY, WHO WILL GIVE YOU A BREIF PRESENTATION OF THE PROPOSED PROJECT. WE WILL THEN WELCOME AND ATTEMPT TO ANSWER ANY QUESTIONS YOU MAY HAVE.

MARK.





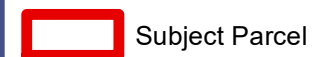
## EXHIBIT A

# AERIAL MAP

SCUP  
18-91000001

Underwood Dr.  
@ Fairmont Pkwy.

## Legend



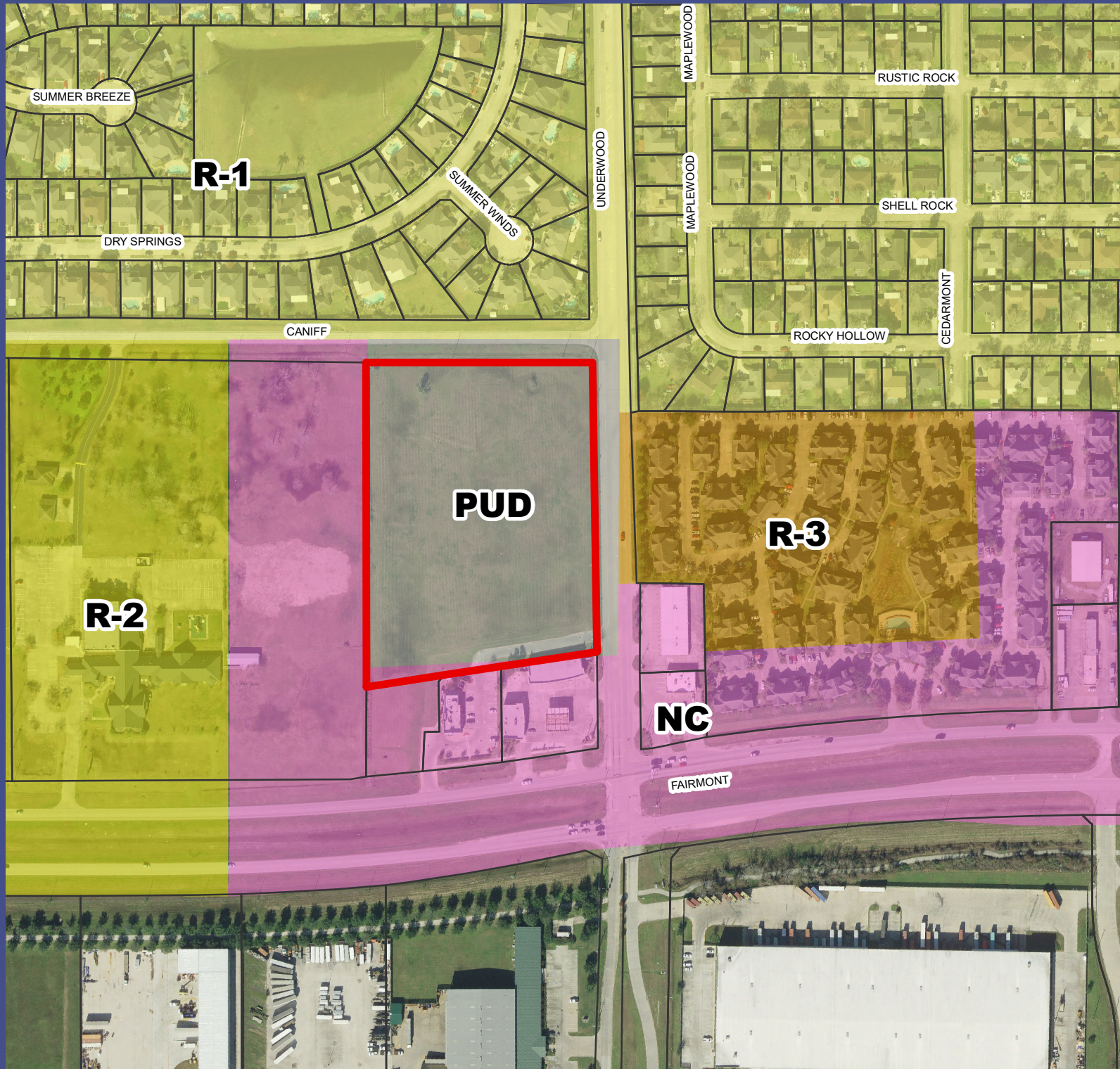
This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 281 feet

JANUARY 2018  
PLANNING DEPARTMENT








**EXHIBIT B**

# **ZONING MAP**

**SCUP**  
**18-91000001**

**Underwood Dr.**  
**@ Fairmont Pkwy.**

## **Legend**

 Subject Parcel



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1 inch = 281 feet

**JANUARY 2018**  
**PLANNING DEPARTMENT**



# LAFAYETTE PARK

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*A Seniors Community*



MUCASEY  
&  
Associates

Architects

4808 Gibson, Suite 200  
Houston, Texas 77007  
Tel. (713) 521-1233  
Fax (713) 520-1904





## PROJECT SUMMARY:

### Apartments:

Type	Description	Qty.	Area
A1	One Bedroom, 1 Bath	20	777 s.f.
A2	One Bedroom, 1 Bath	16	786 s.f.
A3	One Bedroom, 1 Bath (garage)	8	832 s.f.

Total One Bedroom Units 44 Units

B1	Two Bedroom, 2 Bath	42	1,044 s.f.
B2	Two Bedroom, 2 Bath (garage)	16	1,080 s.f.
B3	Two Bedroom, 2 Bath	12	1,084 s.f.

Total Two Bedroom Units 70 Units

Apartments Total 114 Units 108,908 s.f.

### Parking Provided:

Direct-Attached Garages	30 cars
Broeze-way Garages	48 cars
Detached Garages	36 cars
Total	114 cars











Typical One Story Building



Three Story Building With Amenity Center

# LAFAYETTE PARK

































TYPICAL ONE STORY BUILDING



## UNIT "A1" & "B1" PLANS

*Lafayette Park*

*McGraw-Hill Construction*











**Council Agenda Item  
January 22, 2018**

**8 (a) Receive report of the Council Subcommittee on Evaluation Forms –  
Councilmember Engelken**

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## **Council Agenda Item January 22, 2018**

### **9. ADMINISTRATIVE REPORTS**

- Zoning Board of Adjustment Meeting, Thursday, January 25, 2018
- City Council Meeting, Monday, February 12, 2018
- Planning and Zoning Commission Meeting, Thursday, February 15, 2018
- Zoning Board of Adjustment Meeting, Thursday, February 22, 2018
- City Council Meeting, Monday, February 26, 2018

### **10. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers Kaminski, Zemanek, Leonard, Engelken, Earp, Ojeda, J. Martin, K. Martin and Mayor Rigby

### **11. ADJOURN**

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